

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

STEPHEN TONKIN

Plaintiff,

vs.

GC SERVICES LP

Defendant.

)
)
)
)
)
)
)
)
)
)

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES the Plaintiff, Stephen Tonkin by and through undersigned counsel,
and for his complaint against the Defendant, GC Services LP. Plaintiff states as follows:

I. PRELIMINARY STATEMENT

1. This is an action for actual and statutory damages for violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.* ("FDCPA").

II. JURISDICTION & VENUE

2. This action arises out of violations of the FDCPA.
3. Jurisdiction arises under 15 U.S.C. § 1692 and pursuant to 28 U.S.C. § 1331.
4. Venue is proper in this District in that Plaintiff resides here, Defendant transacts business here, and the conduct complained of occurred here.

III. PARTIES

5. Stephen Tonkin ("Plaintiff") is a natural person who resides in Lexington, MO.
6. Plaintiff is a "consumer" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(3).
7. GC Services LP., ("GC") is a business entity engaged in the collection of consumer debt within the State of Missouri.

8. PRA is a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6) in that it is an entity of which its 'principal purpose' is the collection of any debts.

IV. ALLEGATIONS

9. The debt allegedly owed by Plaintiff, namely a debt incurred through Dish Network. ("the Debt"), was incurred primarily for personal, family, or household services and is therefore a "debt" as that term is defined by the FDCPA, 15. U.S.C. § 1692a(5).
10. On or about June 27, 2018, Plaintiff retained counsel to assist in the resolution of several debts, including the Debt.
11. On or about August 30, 2018, Plaintiff received a call from a GC employee who was calling in attempt to collect the Debt.
12. During this August 30th call, Plaintiff politely informed the GC employee that he had retained counsel on this debt and that any future contact with him would have to be through her counsel.
13. On or about September 10, 2018, GC called Plaintiff again in attempt to collect the Debt.
14. On or about September 11, 2018, GC called Plaintiff again in attempt to collect the Debt.
15. On or about September 14, 2018, GC called Plaintiff again in attempt to collect the Debt.
16. On or about September 15, 2018, GC called Plaintiff again in attempt to collect the Debt.
17. Despite receiving notice that Plaintiff was represented by an attorney, GC has continued to contact Plaintiff directly.

18. These communications by GC violated 15 U.S.C. § 1692c(a)(2), in that GC contacted a consumer after receiving notice that the consumer was represented by an attorney.

V. JURY DEMAND

19. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, respectfully prays for judgment as follows:

- a. All actual compensatory damages suffered pursuant to 15 U.S.C. § 1692k(a)(1) from GC and for Plaintiff;
- b. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) from GC and for Plaintiff;
- c. Plaintiff's attorneys' fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from GC and for Plaintiff;
- d. Any other relief deemed appropriate by this Honorable Court.

Respectfully submitted,

CREDIT LAW CENTER

By: /s/ Anthony Hernandez

Anthony Hernandez
4041 NE Lakewood Way, Suite 200
Lee's Summit, MO 64064
Telephone: 816-282-0422
Facsimile: 855-523-6884
anthonyh@creditlawcenter.com
Attorney for Plaintiff